

EXHIBIT 3

IN THE UNITED STATES DISTRICT COURT
FOR THE NORTHERN DISTRICT OF ILLINOIS
EASTERN DIVISION

PEOPLEFLO MANUFACTURING,)
INC.,)
)
 Plaintiff,)
)
VS.) Case No. 20-cv-03642
)
)
SUNDYNE, LLC, ACCUDYNE)
INDUSTRIES, LLC, DXP) Honorable Manish S.
ENTERPRISES, INC.,) Shah
PUMPWORKS, LLC,)
) Magistrate Judge Young
 Defendants.) B. Kim
)
)
PUMPWORKS, LLC,)
)
Counter-Plaintiff,)
)
VS.)
)
PEOPLEFLO MANUFACTURING,)
INC.,)
)
Counter-Defendant.)

ORAL DEPOSITION OF TREY MAXWELL

Friday, May 6, 2022

1 A. Not that I recall, no, sir.

2 Q. Now, do you recall the agreement was called the
3 development and supply agreement?

4 A. Yes, sir.

5 Q. Why -- why was it titled a -- in part, a
6 development agreement?

7 A. Because the product was not fully developed.

8 Q. Okay. And was it -- was it your
9 understanding --

10 MS. THOMPSON: (Sneezing.)

11 MR. RUSKUSKY: Bless you.

12 Q. (By Mr. Ruskusky) -- that development would
13 need to take place before any MCUs began being shipped?

14 A. Yes.

15 Q. Okay. Did you have an idea of the timetable
16 for that when the agreement was signed?

17 A. When we do these types of development projects,
18 traditionally, internally, we always put together a
19 schedule. I certainly understood that that schedule was
20 based on how things proceeded and the success of the
21 initial testing.

22 Q. Okay. Do you recall that there was not
23 actually a delivery schedule made as part of the -- in
24 terms of dates for delivery of MCUs -- as part of the
25 actual agreement?

1 A. Specific dates were not in the agreement.

2 Q. So going back to Exhibit 22. I want to just
3 start and walk through a couple of the bullet points
4 here. Do you see Mr. Giessing references, "Expected
5 project completion, probably" 2Q2019?

6 A. Yes, sir.

7 Q. What's that referring to?

8 A. I can't speak necessarily to what Skip was
9 thinking when he wrote that, but my assessment would be
10 that he believes it will be -- the project will be
11 complete by the end of the second quarter in 2019.

12 Q. Okay. Is project complete synonymous with
13 product launch?

14 A. Not necessarily.

15 Q. Okay. What's the difference?

16 A. You could complete a product technically and
17 even have it in stock, and potentially not have the
18 other things you need to launch the product --

19 Q. Okay.

20 A. -- in terms of marketing and training and...

21 (Pause.)

22 Q. What do you mean by that?

23 A. I mean that there's a physical product that is
24 developed and verified. There is stock levels that are
25 built up of that verified product. And then there are

1 A. The letter was provided to me.

2 Q. (By Mr. Ruskusky) Okay. Who provided the
3 letter to you?

4 A. I do not recall.

5 Q. Was this after your departure from DXP?

6 A. I do not recall.

7 Q. Other than the letter that was provided to you
8 at some point in time, do you have any other knowledge
9 of such a claim of breach by PumpWorks relating to
10 Section 2B?

11 MS. THOMPSON: And I'm going to object to
12 the form of the question.

13 A. No, sir.

14 Q. (By Mr. Ruskusky) Okay. 57. We're going to
15 hand you what's been marked as Exhibit 57. It's Bates
16 DXP 114792 through 114796.

17 (Deposition Exhibit No. 57 was marked.)

18 A. Okay.

19 Q. (By Mr. Ruskusky) Do you recognize Exhibit 57?

20 A. It's a purchase order from PumpWorks to
21 PeopleFlo.

22 Q. And do you see it's dated -- it's dated April
23 4, 2018?

24 A. Yes, sir.

25 Q. And do you see that it has a due date of April

1 4th, 2018?

2 A. Yes, sir.

3 Q. Did PumpWorks actually have an expectation that
4 these would be delivered on that same date?

5 A. No, sir.

6 Q. Okay. Was there ever a claim of breach, to
7 your knowledge, by PumpWorks relating to this purchase
8 order prior to your departure from PumpWorks?

9 A. Not to my knowledge.

10 Q. 58 is DXP 128464 through 128468.

11 (Deposition Exhibit No. 58 was marked.)

12 A. Okay.

13 Q. (By Mr. Ruskusky) Do you recognize Exhibit 58
14 as another purchase order, now dated July 6th, 2018?

15 A. Yes, sir.

16 Q. Do you see it has a due date of July 31st,
17 2018?

18 A. Yes, sir.

19 Q. Was that also a placeholder date?

20 A. Yes, sir.

21 Q. Was there ever any claim of breach of this
22 purchase order by PumpWorks?

23 A. Not to my knowledge.

24 Q. And to be clear -- that was a really bad
25 question.

1 Did PumpWorks ever claim a breach by
2 PeopleFlo of this purchase order prior to your
3 departure?

4 A. Not to my knowledge.

5 Q. To your knowledge, did PumpWorks ever claim a
6 breach -- strike that.

7 Prior to your departure, did PumpWorks
8 claim a breach of PeopleFlo of any purchase order that
9 it issued to PeopleFlo?

10 A. Not to my knowledge. Again, prior to my
11 departure.

12 Q. And that was in -- well, strike that.

13 Do you know -- the lawsuit that has us here
14 today was filed a few short years ago in May of 2020.
15 Are you aware of any claim by PumpWorks of any breach by
16 PeopleFlo prior to that lawsuit being filed?

17 MS. THOMPSON: Lack of foundation; calls
18 for speculation.

19 A. I can only speak to what happened prior to
20 March 31st of 2020. In that time frame, I'm not aware
21 of a claim -- a written claim of breach.

22 Q. (By Mr. Ruskusky) Okay. When you say "written
23 claim of breach," is the only other one that you
24 recollect is the one from a meeting some time after
25 COVID which you attended with Mr. Little?

1 A. Yes, sir.

2 Q. We're going to mark Exhibit 58, which begins
3 with the Bates label DXP 114052 through 057.

4 THE REPORTER: It's 59.

5 MR. RUSKUSKY: I take that back. It's 59.

6 (Deposition Exhibit No. 59 was marked.)

7 Q. (By Mr. Ruskusky) Do you have Exhibit 59 there
8 in front of you?

9 A. Yes, sir.

10 Q. Do you recognize it as a purchase order?

11 A. Yes, sir.

12 Q. Do you see that it -- well, first of all,
13 what's the date of this purchase order?

14 A. May 22nd, 2019.

15 Q. Do you see it also contains some placeholder
16 dates for delivery?

17 A. Yes, sir.

18 Q. Did PumpWorks, prior to your departure, ever
19 claim that PeopleFlo was in breach of this exhibit?

20 A. Not to my knowledge.

21 Q. Is it fair to say that PumpWorks, when it
22 issued this May 22nd, 2019, did not expect all of the
23 MCUs listed here to be delivered on or before June 5th,
24 2019?

25 A. That is correct.

1 Q. Similarly, going back to Exhibit 58, the one we
2 were looking at before, is it fair to say that PumpWorks
3 did not expect on July 6th, 2018, for PumpWorks --
4 strike that -- for PeopleFlo to deliver all the MCUs
5 identified in this purchase order within 25 days?

6 A. That is correct.

7 MR. RUSKUSKY: Take a quick five-minute
8 break?

9 MS. THOMPSON: And then we're done?

10 (Short recess 11:51 to 12:02 p.m.)

11 EXAMINATION (Continuing)

12 BY MR. RUSKUSKY:

13 Q. Just for the record, we've agreed that we're
14 going to, you know, recirculate an unmarked copy of
15 Exhibit 24 with no handwriting on it following the
16 deposition.

17 Mr. Maxwell, so I asked you earlier about
18 the --

19 MS. THOMPSON: You don't --

20 THE WITNESS: I don't need to read it?

21 MS. THOMPSON: No. We've been through it.

22 Q. (By Mr. Ruskusky) I asked you earlier about
23 these weekly meetings that were taking place between
24 PeopleFlo, PumpWorks and DXP following the agreement.
25 Do you recall that?

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